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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

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395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1110

2909098

Name of company

* The National Botanic Garden of Wales (the "Company")

Date of creation of the charge

22 January 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture containing fixed and floating charges (the "Debenture")

Amount secured by the mortgage or charge

The Company has covenanted to pay to The Royal Bank of Scotland Plc (the "Bank") all of the Company's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) including:

- (i) interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Bank; and
- (ii) any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with:
 - (a) the charged property; and
 - (b) taking, perfecting, protecting, enforcing or exercising any power under the Debenture.

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh

Postcode EH2 2YB

Presentor's name address and
reference (if any):

Burges Salmon LLP
Narrow Quay House
Narrow Quay
Bristol
BS1 4AH

35411.3

Time critical reference
Jacob Preisner (0117 307 6876)

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



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30/01/2009

COMPANIES HOUSE

147

Short particulars of all the property mortgaged or charged

- 1 By way of fixed charge the following property of the Company whether owned now or in the future:-
- (i) all interests in any freehold and leasehold property ("Land") vested in or charged to the Company;
 - (ii) all fixtures and fittings attached to any Land;
 - (iii) all plant and machinery including any associated warranties and maintenance contracts;
 - (iv) all rents receivable from any lease granted out of any Land;
 - (v) all the goodwill of the Company's business;
 - (vi) any uncalled capital;
 - (vii) all stocks shares and other securities held by the Company in any subsidiary and all income and rights derived from or attaching to those stocks, shares or securities;
 - (viii) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights;
 - (ix) the benefit of any hedging arrangements, futures transactions or treasury instruments;
- 2 By way of floating charge all the other property, assets and rights of the Company owned now or in the future, which are not subject to a fixed charge under the Debenture or any other security held by the Bank.
- Note 1 The Debenture contains covenants by the Company that the Company will not without the consent of Bank :-
- (a) permit or create any mortgage, charge or lien on the charged property;
 - (b) dispose of the charged property, other than disposals in the ordinary course of business of property charged by way of floating charge;
 - (c) call on, or accept payment of, any uncalled capital;
 - (d) deal with its book and other debts, except by collecting them in the ordinary course of business (including invoice discounting or factoring arrangements);
 - (e) grant or accept a surrender of any lease or licence of any of its Land or consent to any assignment or sub letting by a tenant;
 - (f) part with or share possession or occupation of any of its Land.

Note 2 The Debenture gives the Bank power to appoint an Administrator.

Note 3 The Bank is appointed as the Company's attorney under the Debenture.

Note 4 On request, the Company will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this Debenture.

Note 5 The Debenture gives the Bank power by notice to convert the floating charge on any of the property into a fixed charge. Following notice, the Company will not dispose of the affected property without the Bank's consent. The floating charge will become a fixed charge if the Company appoints an administrator.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Bayes & Son LLP

Date 28 January 2009

On behalf of ~~XXXXXX XXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
- (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
- for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to Companies House.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2909098
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 JANUARY
2009 AND CREATED BY THE NATIONAL BOTANIC GARDEN OF
WALES FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO ROYAL BANK OF SCOTLAND PLC
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 30 JANUARY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 FEBRUARY
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**